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*Attorneys for Plaintiffs,*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**DR. BRETT GIDNEY and KERRY  
GIDNEY, Individually and On  
Behalf of All Others Similarly  
Situated,**

Plaintiffs,

v.

**CUSTOM COMMERCIAL DRY  
CLEANERS, LLC d/b/a  
FRSTEAM  
BY CUSTOM COMMERCIAL;  
and  
COHN, ROBERTS, AND  
ASSOCIATES, LLC,**

Defendants.

Case No. 2:23-cv-06950-HDV-JC

PROTECTIVE ORDER<sup>1</sup>

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Judge Chooljian's Procedures.

1           1.     A. PURPOSES AND LIMITATIONS

2           As the parties have represented that discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than prosecuting  
5 this litigation may be warranted, this Court enters the following Protective Order.  
6 This Order does not confer blanket protections on all disclosures or responses to  
7 discovery. The protection it affords from public disclosure and use extends only to  
8 the limited information or items that are entitled to confidential treatment under the  
9 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective  
10 Order does not entitle the parties to file confidential information under seal. Rather,  
11 when the parties seek permission from the court to file material under seal, the parties  
12 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned  
13 District Judge and Magistrate Judge.

14           Nothing in this Order shall be construed to require the production of privileged  
15 information. The production of a privileged or work-product-protected document,  
16 whether inadvertent or otherwise, is not a waiver of privilege or protection from  
17 discovery in this case or in any other federal or state proceeding.

18           B. GOOD CAUSE STATEMENT

19           In light of the nature of the claims and allegations in this case and the parties'  
20 representations that discovery in this case will involve the production of confidential  
21 records, and in order to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in connection with  
25 this action, to address their handling of such material at the end of the litigation, and  
26 to serve the ends of justice, a protective order for such information is justified in this  
27 matter. The parties shall not designate any information/documents as confidential  
28 without a good faith belief that such information/documents have been maintained

1 in a confidential, non-public manner, and that there is good cause or a compelling  
2 reason why it should not be part of the public record of this case.

3 2. DEFINITIONS

4 2.1 Action: The instant action: *Gidney, et al. v. Custom Commercial Dry*  
5 *Cleaners, LLC D/B/A FRSteam By Custom Commercial, et al.*; Case No. 2:23-cv-  
6 06950-HDV-JC.

7 2.2 Challenging Party: a Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for protection  
11 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
12 Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
14 support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

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1           2.9    Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20    3.    SCOPE

21          The protections conferred by this Order cover not only Protected Material (as  
22 defined above), but also (1) any information copied or extracted from Protected  
23 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
24 and (3) any deposition testimony, conversations, or presentations by Parties or their  
25 Counsel that might reveal Protected Material, other than during a court hearing or at  
26 trial.

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1 Any use of Protected Material during a court hearing or at trial shall be  
2 governed by the orders of the presiding judge. This Order does not govern the use of  
3 Protected Material during a court hearing or at trial.

4 4. DURATION

5 Even after final disposition of this litigation, the confidentiality obligations  
6 imposed by this Order shall remain in effect until a Designating Party agrees  
7 otherwise in writing or a court order otherwise directs. Final disposition shall be  
8 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
9 or without prejudice; and (2) final judgment herein after the completion and  
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
11 including the time limits for filing any motions or applications for extension of time  
12 pursuant to applicable law.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection under this  
16 Order must take care to limit any such designation to specific material that qualifies  
17 under the appropriate standards. The Designating Party must designate for protection  
18 only those parts of material, documents, items, or oral or written communications that  
19 qualify so that other portions of the material, documents, items, or communications  
20 for which protection is not warranted are not swept unjustifiably within the ambit of  
21 this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations  
23 that are shown to be clearly unjustified or that have been made for an improper  
24 purpose (e.g., to unnecessarily encumber the case development process or to impose  
25 unnecessary expenses and burdens on other parties) may expose the Designating Party  
26 to sanctions.

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1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions), that the Producing Party affix at  
12 a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL  
13 legend"), to each page that contains protected material. If only a portion or portions  
14 of the material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (e.g., by making appropriate markings in the  
16 margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and before  
20 the designation, all of the material made available for inspection shall be deemed  
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
22 copied and produced, the Producing Party must determine which documents, or  
23 portions thereof, qualify for protection under this Order. Then, before producing the  
24 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"  
25 to each page that contains Protected Material. If only a portion or portions of the  
26 material on a page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings in the  
28 margins).

1 (b) for testimony given in depositions that the Designating Party identifies  
2 on the record, before the close of the deposition as protected testimony, or within  
3 twenty-one days' receipt of the final transcript, that the parties identify in a written  
4 notification to all other parties.

5 (c) for information produced in some form other than documentary and for  
6 any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information is stored the legend  
8 "CONFIDENTIAL." If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, shall identify the protected  
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive the  
13 Designating Party's right to secure protection under this Order for such material.  
14 Upon timely correction of a designation, the Receiving Party must make reasonable  
15 efforts to assure that the material is treated in accordance with the provisions of this  
16 Order.

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court's  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37-1, *et seq.*

23 6.3 The burden of persuasion in any such challenge proceeding shall be on  
24 the Designating Party. Frivolous challenges, and those made for an improper purpose  
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
27 or withdrawn the confidentiality designation, all parties shall continue to afford the  
28

1 material in question the level of protection to which it is entitled under the Producing  
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of Section 13 below.

10 Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated  
16 "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
19 to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

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1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
9 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
10 confidential information unless they sign the “Acknowledgment and Agreement to  
11 Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party  
12 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
13 depositions that reveal Protected Material may be separately bound by the court  
14 reporter and may not be disclosed to anyone except as permitted under this Protective  
15 Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
19 OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall  
24 include a copy of the subpoena or court order unless prohibited by law;

25 (b) promptly notify in writing the party who caused the subpoena or order  
26 to issue in the other litigation that some or all of the material covered by the subpoena  
27 or order is subject to this Protective Order. Such notification shall include a copy of  
28 this Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this action  
5 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
6 or order issued, unless the Party has obtained the Designating Party’s permission, or  
7 unless otherwise required by the law or court order. The Designating Party shall bear  
8 the burden and expense of seeking protection in that court of its confidential material  
9 and nothing in these provisions should be construed as authorizing or encouraging a  
10 Receiving Party in this Action to disobey a lawful directive from another court.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a  
14 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality agreement  
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Protective Order  
26 in this Action, the relevant discovery request(s), and a reasonably specific description  
27 of the information requested; and

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1 (3) make the information requested available for inspection by the Non-  
2 Party, if requested.

3 (c) If a Non-Party represented by counsel fails to commence the process  
4 called for by Local Rules 45-1 and 37-1, *et seq.* within 14 days of receiving the notice  
5 and accompanying information or fails contemporaneously to notify the Receiving  
6 Party that it has done so, the Receiving Party may produce the Non-Party's  
7 confidential information responsive to the discovery request. If an unrepresented  
8 Non-Party fails to seek a protective order from this court within 14 days of receiving  
9 the notice and accompanying information, the Receiving Party may produce the Non-  
10 Party's confidential information responsive to the discovery request. If the Non-Party  
11 timely seeks a protective order, the Receiving Party shall not produce any information  
12 in its possession or control that is subject to the confidentiality agreement with the  
13 Non-Party before a determination by the court unless otherwise required by the law  
14 or court order. Absent a court order to the contrary, the Non-Party shall bear the  
15 burden and expense of seeking protection in this court of its Protected Material.

#### 16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
18 Protected Material to any person or in any circumstance not authorized under this  
19 Protective Order, the Receiving Party must immediately (a) notify in writing the  
20 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
21 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
22 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
23 request such person or persons to execute the "Acknowledgment and Agreement to  
24 Be Bound" that is attached hereto as Exhibit A.

#### 25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
3 may be established in an e-discovery order that provides for production without prior  
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 parties may incorporate their agreement into this Protective Order.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. No Party waives any right it otherwise  
12 would have to object to disclosing or producing any information or item on any  
13 ground not addressed in this Protective Order. Similarly, no Party waives any right  
14 to object on any ground to use in evidence of any of the material covered by this  
15 Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
18 orders of the assigned District Judge and Magistrate Judge. If a Party's request to file  
19 Protected Material under seal is denied by the court, then the Receiving Party may  
20 file the information in the public record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in Section 4, within 60 days  
23 of a written request by the Designating Party, each Receiving Party must return all  
24 Protected Material to the Producing Party or destroy such material at the Receiving  
25 Party's election. As used in this subdivision, "all Protected Material" includes all  
26 copies, abstracts, compilations, summaries, and any other format reproducing or  
27 capturing any of the Protected Material. Whether the Protected Material is returned  
28 or destroyed, the Receiving Party must submit a written certification to the Producing

1 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
2 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
3 that was returned or destroyed and (2) affirms that the Receiving Party has not  
4 retained any copies, abstracts, compilations, summaries or any other format  
5 reproducing or capturing any of the Protected Material. Notwithstanding this  
6 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
7 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
8 deposition and trial exhibits, expert reports, attorney work product, and consultant  
9 and expert work product, even if such materials contain Protected Material. Any such  
10 archival copies that contain or constitute Protected Material remain subject to this  
11 Protective Order as set forth in Section 4.

12 14. Any violation of this Order may be punished by any and all appropriate  
13 measures including, without limitation, contempt proceedings and/or monetary  
14 sanctions.

15  
16 IT IS SO ORDERED.

17  
18 DATED: February 22, 2024

19  
20 /s/  
21 Honorable Jacqueline Chooljian  
22 United States Magistrate Judge  
23  
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26  
27  
28

1 Dated: February 22, 2024

Respectfully submitted,

2 **KAZEROUNI LAW GROUP, APC**

3  
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*Attorneys for Plaintiffs*

7 Dated: February 22, 2024

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28 Custom Commercial Dry Cleaners, LLC

## EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
 I have read in its entirety and understand the Protective Order that was issued by the  
 United States District Court for the Central District of California on February 22, 2024  
 in the case of *Gidney, et al. v. Custom Commercial Dry Cleaners, LLC D/B/A*  
*FRSteam By Custom Commercial, et al.*; Case No. 2:23-cv-06950-HDV-JC. I agree  
 to comply with and to be bound by all the terms of this Protective Order and I  
 understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_